

**Agreement Regarding the Joint Use
of the Redwood Shores Branch Library
(City of Redwood City/Sequoia Union High School District)**

This Agreement Regarding the Joint Use of the Redwood Shores Branch Library (the "Agreement") is made and entered into this 20th day of March, 2003, by and between the City of Redwood City, a charter city and municipal corporation (the "City"), and the Sequoia Union High School District, a public school district organized and existing pursuant to California law ("the District") (Collectively the "Parties").

Recitals

- A. The City has over the past several years studied the possibility of providing a branch library facility (the "Library") for the Redwood Shores area.
- B. The City owns approximately 3.2 acres of property on the corner of Marine Parkway and Bridge Parkway ("City Property"), in the Redwood Shores neighborhood of the City.
- C. The City is currently preparing an application to be submitted to the State of California for a California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (the "Act") grant to help pay for the Library's site preparation and construction costs.
- D. The District has need for additional facilities and support to assist in homework, technology, and literacy support services.
- E. The Parties desire to create a Learning Support Center (the "Center") integrated into the Library to provide a facility and staffing for homework, technology, and literacy services.
- F. Services provided by the Center, and enabled by the space in the Library, are anticipated to become an integral part of the City and District's programs.
- G. This Agreement is intended to memorialize the commitments of the Parties and serves as a vehicle for monitoring the steps necessary to complete the application and joint use of the Library.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Party Responsibilities. The Parties will each use their best efforts to ensure the continuation and completion of those responsibilities set forth in the attached Exhibit "A" which is incorporated herein by reference.

2. Term. This Agreement will continue in full force and effect with respect to the Property for a period of twenty (20) years from the Effective Date of this Agreement. This Agreement has been approved by the Parties with the understanding that this Agreement will not be effective until City receives notification of award of grant of the requested funding under the Act.
3. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and all oral or written representations, understandings or agreements are expressly stated in this Agreement. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
4. Library Operations. The Library will be staffed and operated pursuant to the terms and conditions set forth in the attached Exhibit "B" which is incorporated herein by this reference.
5. Ownership. The City will have sole ownership of the site, the facilities, furnishings, equipment, and library materials, with the exception of the materials which are purchased annually with the allocation of funds and materials from the District and which shall retain the District identification.
6. Sources and Uses of Funding. Funding to build and maintain the Library will come from the City and from the Act. Funding to operate and manage Library programs and activities will come from the City. Resources for District programs will come from the District. Gifts and donations as well as grant funding will supplement programs and the materials collection.
7. Education Code Acknowledgement. The Parties acknowledge the commitment to provide public library direct services for forty (40) years as required by Education Code section 19999 and section 20440(e) (3)(G) of the Act Regulations.
8. Field Act Applicability. The Parties acknowledge that the Field Act will not apply to the Library as the facility is neither located on school property, nor will it provide space for required educational purposes for more than twenty-four (24) pupils enrolled in grades K-12 at any one time.
9. Discrimination and Harassment Prohibited. The Parties will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.
10. Indemnification. Each Party will fully indemnify, defend and hold the other, their officers, employees and agents, harmless from any suits, claims, damage or liability imposed for injury (as defined by Government Code Section 810.8) or loss occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with any work, authority or

jurisdiction delegated to such Party under this agreement. No Party, nor any officer, employee or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, their officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such other parties under this Agreement.

11. Insurance. The Parties will each maintain comprehensive general Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit to protect the Parties, their officers, employees and agents against claims for bodily injury, and property damage arising from any Party's participation in the activities described herein. The form of such insurance will be satisfactory to each Party and may include self-insurance at levels acceptable to all Parties. Each Party's policy or policies will name the other Party, their officers, employees and agents, as additional insureds.

12. Annual Review and Amendments. The services provided by this Agreement will be evaluated annually by City and District staff. Meetings will be held to discuss the Center and update activities and programs as appropriate. Changes to the terms and conditions of this Agreement will be made by written amendment signed by all Parties, with the understanding that the Parties will provide joint use library services consistent with the intent of this Agreement.

13. Notices. All notices with respect to this Agreement will be given by first class mail to the parties as follows:

CITY: City Manager
City of Redwood City
P.O. Box 391, 1017 Middlefield Road
Redwood City, CA 94064

DISTRICT: Principal
Carlmont High School (for Sequoia Union High School District)
1400 Alameda De La Pulgas
Belmont, CA 94002-3585

Or to such other persons, addresses or telephone numbers as the Parties may designate in writing from time to time.

14. Termination. Any Party may terminate this Agreement by delivery of written notice of election to terminate at least six (6) months in advance.

15. Jurisdictions and Venue. Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors.

17. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

18. Severability. If any term, provision, covenant, or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

19. Signature Page. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Parties.

20. Counterparts. The execution of a copy of this Agreement will be deemed by the Parties as having the same force and effect as though the Parties had executed the original. The Agreement may be executed in any number of counterparts, and when so executed, all said counterparts will constitute a single instrument binding upon all the Parties to the original or to the same counterpart. The Parties hereto hereby authorize removal of the signature page of this instrument from any counterpart copy and the attachment of all of the signature pages to a single instrument so that the signatures of all those signing will be physically attached to the same document.

21. Effective Date. This Agreement will become effective as of the date City receives notification of award of grant of the requested funding from the California Public Library Construction and Renovation Board Act.

CITY:

CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California

By:


Ed Everett, City Manager

Attest:

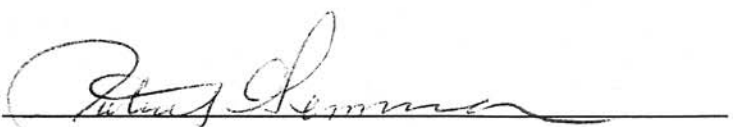
By:


Patricia Howe, City Clerk

DISTRICT:

SEQUOIA UNION HIGH SCHOOL DISTRICT

By:



Attest:

By:



Exhibit A - Party Responsibilities

District: *In support of its students, the District will:*

- Develop and implement formal and informal programs in cooperation with Library staff, to acquaint students at all levels with the facilities and resources available in the Center, and to encourage their use.
- Collaborate on kindergarten reading readiness programs, including co-sponsoring early literacy forums for parents of young children.
- Co-sponsor with the Library parent and parent/student events focusing on homework and technology support, including research and study skills, addressing online resource evaluation and how parents can support District curriculum and technology standards.
- Engage in ongoing and dedicated communications between District staff and Library staff regarding general curriculum trends as well as specific assignments, to enable Library staff to collect and make available appropriate materials to support the curriculum.
- Collaborate on volunteer recruitment for Center tutors, to extend homework support activities into evening, weekend, and school vacation periods.

City: *In support of the District community, the City will:*

- Provide an interpretive center within the library, with supporting collections, to support focused learning and exploration into the natural resources in the immediate area (slough, wetlands, nature paths).
- Provide separate rooms in the Redwood City Branch Library in Redwood Shores dedicated to technology training and homework support, with approximately 16 computer stations in the technology center, and up to four program/instructional/meeting rooms as a homework support center.
- Provide two small group study rooms for individual and small group tutoring, homework and learning sessions.
- Provide an enclosed area, dedicated to teens, equipped with technology and appropriate materials to support curricula.
- Provide a designated quiet area Reading Room for use by adult learners
- Dedicate the technology room after school to students for homework support and technology literacy and training purposes.
- Provide orientations to the Library and all its resources and specifically to the Center, for the District's students, staff and parents of the students.
- Instruct students in general research and study skills.
- Maintain special resources and support tools, such as bookmarks, bibliographies, pathfinders, and lists of web sites, needed by the District's students, from the youngest students through Middle School.
- Co-sponsor information and computer literacy training appropriate to various age levels to assist students in using online resources in a thoughtful, analytical way.
- Schedule, coordinate and manage the activities at the Center.

Exhibit B
Library Operations

ANTICIPATED HOURS OF SERVICE:

Community Libraries in Redwood City are open to the public 50 hours a week, Monday-Thursday 10-7, Friday and Saturday, 10-5. It is anticipated that hours of operation will remain the same in the Library, with the Center open during regular library hours. By advance arrangement with the City, student visits can be accommodated before open hours.

NUMBER/CLASSIFICATION OF STAFF MEMBERS:

The staffing pattern of Community Libraries in Redwood City includes a full time Librarian II, a part-time Senior Library Assistant, 2 part-time Library Assistants and casual Library Assistants as needed. Library Pages will shelve returned materials and perform other tasks. It is anticipated that the Library will be similarly staffed. A Facility Aide will be available on site for functions in the meeting rooms during hours when the Library is closed.

USE OF VOLUNTEERS:

Parents and other adult volunteers will be recruited by the District and the City to assist with literacy tutoring and similar programs, as described above. District parents will be encouraged to become involved in the learning activities of their students.